

Michigan State
LABOR
RELATIONS

STATE OF MICHIGAN

DEPARTMENT OF LABOR

BEDFORD BOARD OF EDUCATION,

VS

BEDFORD EDUCATION ASSOCIATION,

FACT FINDER'S REPORT ON JOINT
PETITION FOR FACT FINDING

The parties herein have stated that fundamental issues on which they require fact findings are as follows:

1. Instruction hours, starting time, preparation time, and relief time.
2. Class size.
3. Grade transfer.
4. Leave time.
5. Agency shop.
6. Salary and economic issues.

This matter accordingly then having come on for hearing and the parties each having respectfully submitted their evidence on the issues above stated, therefore your finder does respectfully report as follows:

1. Starting and ending time for school, insofar as practicable shall be as follows:

Elementary 8:30 a.m. to 2:30 p.m.

High School 8:00 a.m. to 3:00 p.m.

Junior High School (split shift) 8:00 a.m. to
12:20 p.m. and 12:30 p.m. to 4:50 p.m.

Jessie Bucalis

Bedford Board of Education

The parties have agreed to adopt this schedule tentatively with the understanding that the Board will not deviate more than one hour from said schedule.

2. Preparation time, the parties have agreed that the secondary teachers shall have one period of relief time each day. It is also agreed that librarians and counselors shall divide their one period of relief time between the morning session and afternoon session so as to avoid taking it all at one period.

3. Grade transfers, the parties have agreed to continue the original contract language as set forth in Article VIII Section D with the addition of the words "subject to grievance procedure" which shall be added at the end of the paragraph.

4. Relief time, the parties have agreed that they will adopt the language proposed by the Union and that the number of relief time days shall be twenty.

5. Personal Leave Days, the parties have agreed on two personal leave days per teacher.

6. Death Leave, the parties have agreed to modify Article XII Section C (1) so as to provide five days leave time for the death of a grandparent or mother-in-law or father-in-law.

The parties also agree that they will be allowed one day death leave in a case of a brother or sister-in-law or a grandparent on the opposite spouses' side of the family.

The parties also agreed that the teacher involved may be allowed additional leave time subject to the discretion of the building principal, but in no situation shall death leave exceed five days in total.

The foregoing decisions by your fact finder are the result of a Stipulation or Agreement reached by the parties during the process of

fact finding and are adopted herewith as your fact finder's report and recommendations.

7. Agency Shop, the fact finder refuses to make a factual recommendation on the issue of Agency Shop for the reason that this is a legal question and is beyond the power and authority of the fact finder without the written Stipulation of the parties hereto.

Just prior to the conclusion of fact finding the parties hereto entered into a tentative agreement to settle their dispute and the essence of this agreement is recorded herewith for the benefit of the parties.

1. Salary Schedule, the parties have agreed on a salary schedule which is presently in the possession of the Union and the general terms of which are identical with the Union's evidence of the average salary conditions in the geographical area of the parties.

2. Class size, the parties have agreed that they will eliminate from the contract language the previous language which required the Board to start another class when any elementary grade increases 28 students per grade. The parties also agreed that the class size section of the contract shall contain language providing for dual classes and also that the enrollment ratio of pupil-teacher shall be 30 plus 2.

3. Leave days and two personal leave days, are as agreed upon during the course of fact finding and reported above.

4. Agency shop, the parties agree to eliminate any contract language on agency shop.

5. Letter of Intent, the parties agree that a Letter of Intent shall be written on the issue of supplementary pay and that this issue shall be firmed up after the Board receives its audit from the auditor.

6. Disclaimer, the parties agree that the contract shall provide for an amnesty clause and a disclaimer clause so that there will

be no punishment to any teacher and no pay loss to any teacher as a result of the labor dispute.

7. Unfair labor charge, the parties agree that the Union shall forthwith dismiss with prejudice its pending unfair labor charge.

8. Calendar, the parties agree that an adjustment shall be made in the calendar of one day to cover September 3, 1968, consumed in labor negotiations.

Respectfully submitted,


JESSE R. BACALIS

Dated: September 5, 1968.